

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SUNDESA, LLC d/b/a THE
BLENDERBOTTLE COMPANY, a Utah
limited liability company,

Plaintiff,

v.

TEJARAH INTERNATIONAL INC. d/b/a
KITCHSMART, a New Jersey company,

Defendant.

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: Civil Action No. 2:20-02609 (WJM/MF)
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: **DECLARATION OF NICOLE R. TOWNES**
: **IN SUPPORT OF PLAINTIFF'S MOTION**
: **TO SEAL**
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I, Nicole R. Townes, hereby declare as follows:

1. I am Litigation Counsel for Plaintiff Sundesa, LLC d/b/a The BlenderBottle Company ("BlenderBottle").

2. I submit this declaration on behalf of BlenderBottle and in support of its Motion to permanently Seal: (1) portions of the Declaration of Jim Colby in Support of BlenderBottle's Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint (ECF Nos. 12-13); (2) portions of BlenderBottle's Memorandum of Points and Authorities in Support of its Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint (ECF No. 14); and (3) Exhibits A-M to the Declaration of Nicole R. Townes in Support of Plaintiff's Motion for Attorney Fees and Costs (ECF No. 16), which are identified in the accompanying index and which contain BlenderBottle's non-public and confidential or highly confidential information. The portions of the Declaration of Jim Colby in Support of BlenderBottle's Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint and BlenderBottle's Memorandum of Points and Authorities in Support of its Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint that BlenderBottle seeks to seal are also identified in

the redacted versions of these documents which have been filed under ECF Nos. 11-3 and 11-1. BlenderBottle seeks to seal Exhibits A-M to the Declaration of Nicole R. Townes in Support of Plaintiff's Motion for Attorneys' Fees and Costs in their entirety.

3. I have personal knowledge of the facts set forth in this Declaration or believe such facts to be true based upon personal knowledge, information provided by knowledgeable persons who work with me, and upon review of records kept in the ordinary course of business.

4. This case concerned a patent and trade dress dispute between BlenderBottle and Defendant Tejarah International Inc. related to Defendant's sale of infringing bottles. An Order and Judgment granting-in-part Plaintiff's motion for default judgment was entered by the Court on August 25, 2020 (ECF No. 10).

5. BlenderBottle competes, and will continue to compete, with others in connection with the development and sale of bottles.

6. BlenderBottle makes substantial efforts to ensure that all trade secrets, proprietary information, and confidential information are maintained as highly confidential. Examples of such information include confidential, non-public information relating to BlenderBottle's manufacturing processes, manufacturing costs, and other information related to the manufacturing of its bottles. The Declaration of Jim Colby in Support of BlenderBottle's Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint and BlenderBottle's Memorandum of Points and Authorities in Support of its Motion for Reconsideration, or in the Alternative, Leave to Amend its Complaint contain and/or reflect BlenderBottle's trade secret and proprietary information regarding BlenderBottle's manufacturing processes and costs for its bottles.

7. BlenderBottle has spent and continues to spend substantial amounts of time and money developing its manufacturing processes for its bottles.

8. If BlenderBottle's confidential information regarding BlenderBottle's manufacturing processes was to become available to the public or its competitors, BlenderBottle would suffer serious commercial injury.

9. Public disclosure of this information would also harm BlenderBottle's competitive position. Therefore, disclosure of this information would adversely affect and seriously damage BlenderBottle's competitive position in the marketplace.

10. BlenderBottle requests sealing and redaction of only the information that reflects this confidential information. There is no less restrictive alternative other than sealing this information, and BlenderBottle's request is narrowly tailored to only seal its confidential information.

11. Exhibits A-M to the Declaration of Nicole R. Townes in Support of Plaintiff's Motion for Attorneys' Fees and Costs (ECF No. 16) contain Knobbe Martens' legal invoices that were issued to BlenderBottle in connection with this matter.

12. These invoices are maintained by Knobbe Martens and its client in a confidential manner.

13. These invoices describe the tasks performed by Knobbe Martens in representing BlenderBottle in its claims for intellectual property infringement. This information is generally not accessible to the public.

14. BlenderBottle requests sealing only the exhibits that reflect this confidential information. There is no less restrictive alternative other than sealing this information, and the request is narrowly tailored to only seal the confidential information.

15. Accordingly, it is respectfully requested that the Court protect BlenderBottle's trade secret and proprietary information and grant its Motion to Seal.

16. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 13th day of October, 2020.

A handwritten signature in black ink, appearing to read "Nicole R. Townes", written over a horizontal line.

Nicole R. Townes

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